



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं० 32]

नई दिल्ली, शनिवार, अगस्त 10, 1968 (श्रावण 19, 1890)

No. 32]

NEW DELHI, SATURDAY, AUGUST 10, 1968 (SRAVANA 19, 1890)

इस भाग में विभिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग IV

PART IV

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं

Advertisements and Notices by Private Individuals and Private Bodies

NOTIFICATION BY THE EAST INDIA OIL

MILLERS ASSOCIATION, CALCUTTA

The approval of the Secretary, Forward Markets Commission under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce & Industry Notification No. S.O. 1162, dated the 4th May, 1960 has been obtained on the 27th January, 1968 to the following amendments made to the Byelaws of the East India Oil Millers Association, Calcutta for non-transferable specific delivery Contracts in groundnut and groundnut oil, the same having been previously placed on the Notice Board of the Association pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMENDMENTS

1. Bye-laws appearing hereinafter are additional Bye-laws of the Association relating to N.T.S.D. Contracts for Castorseed. All the other bye-laws of the Association for trading in N.T.S.D. Contracts in Groundnut seed and Groundnut Oil as may be in force from time to time shall also be applicable to such contracts and shall be binding on the contracting parties in so far as the matters dealt with therein are not specifically dealt within and are not repugnant to these additional Bye-laws.

2. Bye-laws 61A, 61AA and 61AAA of the Bye-laws relating to the N.T.S.D. Contracts of groundnut seed and groundnut oil shall not apply to trading in the N.T.S.D. contracts of castor seed.

Terms of Contracts

(Castor Seed)

The following shall be terms of contracts for Castor-seed.

(1) (a) QUANTITY :

The contract shall specify the quantity of castorseed with an allowance of 1% more or less.

(b) QUALITY :

The contract shall also specify the quality of castorseed sold and purchased of the fair average quality of the season in dry and merchantable condition at the time of delivery.

(c) Goods shall be packed in 'sellers' non-returnable goods, sound, single new/once used 1050 grammes B. Twill gunny bags. Each bag shall contain 65 Kgs. of castorseed. If the goods are packed in any bags other than those mentioned above in the Clause (c), buyers to charge the sellers difference in the value of the bags on the basis of the market rate.

(d) RATES :

The contract shall also specify the rate per 100 kgs. nett weight of castor seed. Goods will be delivered at sellers' cost at the buyers' Mills or Godowns.

(c) *DELIVERY PERIOD* :

The contract will specify the delivery period not beyond the period fixed by the Committee for any Non-Transferable Specific Delivery Contract.

- (2) Buyers will take delivery of goods as provided herein by taking weighment and drawing sample of the same within 15 days from the date of the receipt of the said goods at their Mill/Godown. Sellers should be present at the time of delivery to inspect the weight and sampling for which 48 hours' notice will be given to the sellers by the buyers. Should the sellers fail to do so after such notice to them, buyers will weigh and draw sample within working hours and sellers must abide by the result. If the buyers do not take delivery within the prescribed period the sellers will give 7 days' notice to the buyers to take delivery. If buyers fail to take delivery within this period Invoice weight to be taken as correct.
- (3) *Refraction Basis* : Upto 5 per cent free, over 5 per cent but not exceeding 8 per cent allowance at full value to the buyers. If refraction is more than 8 per cent, the buyers shall have the following options viz.,—
 - (i) Of rejecting the parcel and asking the sellers to re-tender the goods in terms of the contract within 7 days of the notice and on the sellers failing to do so, the buyers to exercise any of their rights as provided in terms of the Bye-law 70(i) of the Bye-law relating to N.T.S.D. Contracts in Groundnut and Groundnut oil.
 - (ii) Of re-cleaning the goods themselves at sellers' expenses.
 - (iii) Of taking delivery within an allowance to be subsequently fixed mutually or by arbitration.
- (4) Delivery under this Contract may be made by parcels provided that the whole contracted quantity is delivered within the delivery period.
- (5) Notice of rejection by the buyers shall be given to the sellers within 7 days from the date of the goods are rendered available for delivery under the terms 3(1) of the contract. The goods should be taken back by the sellers within 5 working days after rejection. When an advance payment has been made and/or freight and/or Lorry hire has been paid and/or any other expenses have been incurred by the buyers, the same shall be refunded with interest before the R/R and/or the goods are returned to the sellers.
- (6) Buyers will have the option of weighing the whole parcel or of taking average weight as customary.
- (7) The sample will be drawn by Boma and the refraction of the sealed samples will be ascertained within a month from the date of delivery under term 3 hereof in accordance with and on the basis of the bye-laws of the Association as in force on the date of the contract. If the buyers do not ascertain the refraction within this period sellers to give 30 days' notice. If refraction is not ascertained by this time refraction will be taken as correct.
- (8) If an advance has been made and/or expenses incurred by the buyers against railway receipt and/or goods tendered under this contract, it is understood that such advance and/or expenses is a loan on the security of the goods and is not a payment on account and such payment shall not prejudice any of the rights including the right of rejection secured to the buyers under this contract.
- (9) Buyers may appropriate from the moneys payable to the sellers the amount of any outstanding bills in respect of oilseeds and oil they have against the sellers.
- (10) All matters, questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection with and/or in consequence of and/or relating to this contract, whether or not the obligations of either or both parties under this contract be subsisting at the time of such dispute, and whether or not this contract has been terminated or completed, shall be referred for arbitration to this Association in Calcutta under the rules of its Tribunal of Arbitration for the time being in force and according to such rules the arbitration shall be conducted.
- (11) The sellers may tender R/R to the buyers at railway risk upto 2 p.m. on week days and upto 12 p.m. on Saturdays and in such case buyers will accept such R/R and will arrange at the cost of the sellers to clear and to transport the goods from the Railway Station to the buyer's Mills/Godown. All expenses whatsoever incurred by the buyers e.g. railway freight, unloading, under-charges, clearing, loading and transport charges etc. will be recoverable from the sellers. Sellers will remain responsible for demurrage upto next day of tender.
- (12) The tender of R/R as provided in term 11 of the contract, will not be regarded as delivery of the goods under this contract unless the goods are actually received and tendered to the buyers as per term 2 of the contract.
- (13) Buyers are to make payment of 90% of the value subject to terms 8 and 9 hereof as an advance against railway risk R/R and/or goods tendered by sellers within three working days after the date of tender of such R/R and/or goods and final payment is to be made within maximum *three months*.
- (14) If the goods covered by ready R/R purchased under this contract do not arrive within 15 days from the date of the tender, the buyer is open to exercise his option under bye-laws 70 and/or 71 of the Association. In case R/R is not tendered the due date will be deemed to be the 15th day of the contracted R/R date.
- (15) If part of the goods covered by R/R at Railway Risk are damaged in transit, the buyers may ask for replacement of entire lot or part thereof as per term 5 hereof.
- (16) Brokerage @ 25 Paise per 100 kgs. from the sellers without any abatement, contract cancelled, goods delivered or not delivered, any deduction or chhuts as eventually allowed being entirely optional to the brokers. When delivery is given such brokerage to be deducted by the buyers from the value of goods delivered.

EAST INDIA OIL MILLERS ASSOCIATION CALCUTTA

NON-TRANSFERABLE SPECIFIC DELIVERY CON- TRACT FORM FOR CASTOR SEED

Contract No. Place
Date

It is agreed between Mr/Messrs.
(hereinafter called 'Sellers')
and Mr./Messrs. (hereinafter
called 'Buyers') that sellers have this day sold and buyers
have this day bought the following Castor Seed on the
undernoted terms and conditions through M/s.
(hereafter called 'Brokers').

Quantity Metric tonnes/bags.

Quality and Description

Castor seed of the season of fair average quality.

Price

. per 100 kg. net. weight
exclusive of any Local or Central Sales Tax

Place of Delivery

F.O.R. Buyers godown/Buyers Mill at

Time of Delivery

Mode of Delivery

Free delivery at Buyers' Mill/Buyers' godown pack-
ed in New/Sound Second-hand gunny bags.

Payment

90% on R/R or against delivery within 3 days and
balance within 3 months.

Other terms and Conditions :

1. Buyers shall have the option to refuse Railway receipt if not tendered 7 days before the due date of the contract.
2. Packing, payment, quality, allowance etc. as per the bye-laws of the East India Oil Millers Association, Calcutta.
3. This Non-transferable Specific Delivery Contract is entered into subject to the bye-laws of the East India Oil Millers Association, Calcutta, of which the parties admit that they have knowledge and notice. In the event of any dispute or difference in opinion in respect of any point under this contract, the same shall be settled by arbitration by and under the Rules of the East India Oil Millers Association, Calcutta, and the decision of the East India Oil Millers Association, Calcutta shall be final and binding on both the parties. This clause shall be considered as an arbitration agreement within the meaning of the Indian Arbitration Act, 1940 or any statutory modification or reenactment thereof for the time being in force.

Buyer's Signature Broker's Signature Seller's Signature

N.B.—Brokerage payable by Sellers @ Rs. 2.50 per
Metric Tonne.

Calcutta,

Dated the 31st January, 1968.

S. N. CHATTERJEE
Dy. Secy.
East India Oil Millers Association,
Calcutta

Notification by the Bombay Oilseeds and Oils Exchange
Limited, Bombay.

The approval of the Secretary Forward Markets Commission, under Sub-Section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), read with the Government of India, Ministry of Commerce and Industry, Notification S.O. 1162 dated the 4th May 1960, has been obtained on the March, 1968, to the following amendments made to the Bye-laws and provisions for non-transferable specific delivery contracts for groundnut and groundnut oil of the Bombay Oilseeds and Oils Exchange Ltd., Bombay

AMENDMENTS

1. In the said Bye-laws, the following bye-law shall be added namely :-

"19(i) The Board may, if in its opinion it is in the interest of the trade so to do, by a resolution passed by it and concurred in by the Forward Markets Commission suspend for a specified period or until further notice, the operation of the provisions of bye-laws 16 and 18.

(ii) The powers specified in clause (i) above may be exercised by the Forward Markets Commission, if in the opinion of the Commission it is in the interest of the trade or in the public interest so to do".

2. In the said Bye-laws, the words and figures "Bye-laws 1 to 12" occurring in the definition and Bye-law No. 1 shall be substituted by the words and figures "Bye-laws 1 to 19".

In pursuance of proviso to sub-section (4) of Section 11 of the said Act, the approval of the Secretary, Forward Markets Commission, has been obtained for dispensing with, in the interest of the trade, the condition of previous publication of the above amendments.

R. V. SHETH, Secy.
The Bombay Oilseeds and
Oils Exchange Ltd., Bombay.

Bombay.
15th March, 1968.

LOST, STOLEN OR DESTROYED

(As the Case may be)

The Government Promissory Note No. BY 343728 of the 3 per cent. loan of Gov. Loan 1946 for Rs. 10,000/- originally standing in the name of Reserve Bank of India, and last endorsed to The Digvijay Spinning & Weaving Co. Ltd., Bombay, the proprietor, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note(s) and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of Duplicate(s) in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the advertiser : Suresh T. Kilachand, Director, The Digvijay Spg. & Wvg. Co. Ltd.

Residence : Lalbaug, Parcel, Bombay-33.

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER
Manager of Publications

CHANGE OF NAMES

I, hitherto known as BRAHAM DASS son of Shri JALLU RAM SHARMA, employed as L.D.C. in Garrison Engineer's residing at Office (Naval Works), Holiday Camp, Bombay-5, have changed my name and shall hereafter be known as BRAHAM DASS SHARMA.

It is certified that I have complied with other legal requirements in this connection.

BRAHAM DASS
(Sd. in existing name)

I, hitherto known as KALIDAS SEAL son of Late SITA NATH SEAL, employed as Warehouseman in Govt. of India Press, 1, Temple Street, Calcutta-13, residing at 2/61, Azadgarh (Regent Park), P.S. Jadavpur, Calcutta-40, have changed my name and shall hereafter be known as KALIDAS SEN.

It is certified that I have completed with other legal requirements in this connection.

KALIDAS SEAL
(Sd. in existing name)

I, hitherto known as CHANCHALBEN daughter of Shri SHANKERLAL BHAGAT, residing at Opp. Chelabhai's Lathi's Near Laxmi Talkies, Mehsana, have changed my name and shall hereafter be known as CHARULATA SHASHIKANT FRANK.

It is certified that I have complied with other legal requirements in this connection.

CHANCHALBEN S. BHAGAT
(Sd. in existing name)

I, hitherto known as RAMPRAKASH KORI son of Shri BUDHA RAM KORI, employed as Fitter 'B', 65/J.S. in O.F. Dum Dum, have changed my name and shall hereafter be known as RAMPRAKASH VERMA.

It is certified that I have complied with other legal requirements in this connection.

RAMPRAKASH KORI
(Sd. in existing name)

I, hitherto known as DAWOOD M. SHEIKH son of Shri MOHAMMAD SIDIQ SHEIKH, employed as Announcer in All India Radio, Rajkot, residing at L/31, Gujarat Housing Board Colony, Kalawad Road, Rajkot, have changed my name and shall hereafter be known as DEVEN M. SHAH.

It is certified that I have complied with other legal requirements in this connection.

DAWOOD M. SHEIKH
(Sd. in existing name)

I, hitherto known as MUNESHWAR HARIJAN son of Shri RAM GARIB, employed as Sub-Inspector in Central Excise Division, Kanpur, have changed my name and shall hereafter be known as MUNESHWAR PRASAD.

It is certified that I have complied with other legal requirements in this connection.

MUNESHWAR HARIJAN
(Sd. in existing name)

I, hitherto known as NIMBA CHINTAMAN SHIMPI son of Shri CHINTAMAN ATMARAM JAGTAP, employed as Binder in G.I.P., Nasik, residing at House No. 2193, Nav Darvaja, Bhuse Wada, Nasik, have changed my name and shall hereafter be known as NIMBADAS CHINTAMAN JAGTAP.

It is certified that I have complied with other legal requirements in this connection.

NIMBA CHINTAMAN SHIMPI
(Sd. in existing name)

I, hitherto known as GORABHAI KALABHAI RATHOD son of Shri KALUBHAI PETHABHAI RATHOD, employed as Daftary in All India Radio, Rajkot, residing at Sarvodaya Dalit Society, Rajkot, have changed my name and shall hereafter be known as GORABHAI K. VALA.

It is certified that I have complied with other legal requirements in this connection.

GORABHAI KALABHAI RATHOD
(Sd. in existing name)

I, hitherto known as M. VEERIAH son of Shri KASHIPATHY, employed as Khalasi in D.C.O.'s, Mettuguda, residing at Second Bazar, Secunderabad, have changed my name and shall hereafter be known as M. VEERA REDDY son of KASHIPATHY REDDY.

It is certified that I have complied with other legal requirements in this connection.

M. VEERIAH
(Sd. in existing name)

I, hitherto known as JOHN M. ISAIAH son of Shri M. VEERANNA, employed as Clerk in W.A.O.'s Office, S. C. Rly., Lallaguda, residing at Lallaguda (South), Secunderabad-17 (A.P.), have changed my name and shall hereafter be known as M. VEERA RAJU.

It is certified that I have complied with other legal requirements in this connection.

JOHN M. ISAIAH
(Sd. in existing name)

I, hitherto known as M. RAMULU son of Shri M. APPANNA, employed as Compositor in Govt. of India Press, Faridabad, residing at H-82, Press Colony, Faridabad, have changed my name and shall hereafter be known as M. RAMA RAO.

It is certified that I have complied with other legal requirements in this connection.

M. RAMULU
(Sd. in existing name)

I, hitherto known as **BHOLA NATH DAS** son of Shri **ATOL BEHARI NASKER**, employed as Khalash in I.O.W., S.-E. Rly., Cal.-43, residing at 26, Hogal Bari Pathway, Calcutta-38, have changed my name and shall hereafter be known as **BHOLA NATH NASKER**.

It is certified that I have complied with other legal requirements in this connection.

BHOLA NATH DAS
(Sd. in existing name)

I, hitherto known as **BRAHMAWALA PRANJIVAN-DAS H.** son of Shri **HARKISANDAS ANANDJI**, employed as Officiating Sub-Post Master in P. & T. Deptt. Charni Road P.O. P. & T. Deptt., residing at House No. 5, Narayan Niwas, 2nd Carpenter Street, Bombay-4, have changed my name and shall hereafter be known as **DAMANIA PRANJIVANDAS HARKISONDAS**.

It is certified that I have complied with other legal requirements in this connection.

BRAHMAWALA PRANJIVANDAS H.
(Sd. in existing name)

I, hitherto known as **VINAYAK GANPAT MORE** son of Shri **GANPAT RAMA MORE**, employed as V.M.A.F.V. in 512 A.B. Workshop, Kirkee, Poona-3, residing at 159, Dr. Ambedkar Co-operative Hsg. Society, Loop Nagar, Road, Yeroda, Poona-6, have changed my name and shall hereafter be known as **VINAYAK GANPAT YADAV**.

It is certified that I have complied with other legal requirements in this connection.

VINAYAK GANPAT MORE
(Sd. in existing name)

I, hitherto known as **PARMANAND** son of Shri **MAHANAND JAKHMOLA**, employed as Planetabler Gde. IV in No. 25 Party (ND), Survey of India, Mussoorie (U.P.), have changed my name and shall hereafter be known as **PARMANAND JAKHMOLA**.

It is certified that I have complied with other legal requirements in this connection.

PARMANAND
(Sd. in existing name)

I, hitherto known as Miss **SUSHILA DATTATRAY DHOKTE** daughter of Shri **DATTATRAY NARAYAN DHOKTE**, employed as Telephone Operator in C.T.X., Bombay Telephone, residing at C/4, Sunanda Sadan, Jainarayan Babo Chawl Behind Ahmedabad Highway, Malad, Bombay-64, have changed my name and shall hereafter be known as **Mrs. SULABHA SOMANATH NAND**.

It is certified that I have complied with other legal requirements in this connection.

SUSHILA D. DHOKTE
(Sd. in existing name)

I, hitherto known as **VISHVANATH SONN SONAR** son of Shri **SONN SITARAM SONAR**, employed as Mazdoor in Currency Note Press, residing at H. No. 508, Kaniyalal Bhawan, Near Rungta High School, Nasik City, have changed my name and shall hereafter be known as **VISHVANATH SONN JADHAV**.

It is certified that I have complied with other legal requirements in this connection.

VISHVANATH SONN SONAR
(Sd. in existing name)

I, hitherto known as **JAGANNATH NARAYAN JAGAZAP** son of Shri **NARAYAN MUKTAJI JAGAZAP**, employed as Binder in Govt. of India Press, Nasik-6, residing at 3372, Chawata, Nasik City, have changed my name and shall hereafter be known as **JAGANNATH NARAYAN MALI**.

It is certified that I have complied with other legal requirements in this connection.

JAGANNATH NARAYAN JAGAZAP
(Sd. in existing name)

I, hitherto known as **NIVRUTTI NABHAJI JAGAZAP** son of Shri **NABHAJI GABAJI JAGAZAP**, employed as Compositor in Govt. of India Press, Nasik-6, residing at G-373, Gandhinagar, Nasik-6, have changed my name and shall hereafter be known as **NIVRUTTI NABHAJI MALI**.

It is certified that I have complied with other legal requirements in this connection.

NIVRUTTI NABHAJI JAGAZAP
(Sd. in existing name)

I, hitherto known as Miss **M. G. PARKER** daughter of Late Shri **G. VARGHESE**, employed as Lt. M.N.S. (Local) in M. H. Cannanore, have changed my name and shall hereafter be known as **Miss M. VARGHESE**.

It is certified that I have complied with other legal requirements in this connection.

Mrs. M. G. PARKER
(Sd. in existing name)

I, hitherto known as **SUSIL KUMAR BHAKTA** son of Shri **JOTISH CHANDRA BHAKTA**, employed as Clerk in office of the D.P.O., Kharagpur, S.-E. Rly., have changed my name and shall hereafter be known as **SUSIL KUMAR ROY**.

It is certified that I have complied with other legal requirements in this connection.

SUSIL KUMAR BHAKTA
(Sd. in existing name)

I, hitherto known as **PRAVINCHANDRA MEHTA** son of Shri **KUFMCHANDDAS**, employed as Clerk in Ahmedabad General Post Office, Ahmedabad-1, residing at 24, Gandhi Purushottam Park, Naranpura Char Rasta, Naranpura, Ahmedabad-13, have changed my name and shall hereafter be known as **PRAVINCHANDRA KHEMCHANDDAS SHAH**.

It is certified that I have complied with other legal requirements in this connection.

PRAVINCHANDRA KHEMCHANDDAS MEHTA
(Sd. in existing name)

I, hitherto known as **T. J. THIMOTHESE** son of Sri **THEKUMPURATH OUSEPH**, employed as Fitter I Cl. in Dry Dock Section, Cochin Port Trust, Cochin-3, residing at Kadavanthara, Elamkulam Village, Ernakulam District, Kerala State, have changed my name and shall hereafter be known as **OUSEPH THIMOTHESE**.

It is certified that I have complied with other legal requirements in this connection.

T. J. THIMOTHESE
(Sd. in existing name)

NOTICE TO CREDITORS

ESTATE : COL. REGINALD HENRY PHILLIMORE,
DECEASED

Pursuant to Section 360 of Act XXXIX of 1925 all persons having claims against the estate of the above-named deceased Care of National And Grindlays Bank Limited, Srinagar, Kashmir who died at Hut 76, Gulmarg, Kashmir, on the 1st November 1964 are hereby required to send full particulars of their claims to—National And Grindlays Bank Limited, 19, Netaji Subhas Road, Calcutta, the Administrators to the above estate on or before 31st August 1968 after which date the said Administrators will proceed to distribute the assets without regard to any claims except those of which any notice shall then have been received.

SANDERSONS & MORGANS

Solicitors for the said Administrators
Calcutta-1*Dated*

PUBLIC NOTICE

*Publication of Resolution to wind up Company voluntarily.**Pursuant to Section 485(1) Companies Act, 1956.*

The shareholders of the Company NAVKETAN MOTOR CREDIT (PVT.) LIMITED, C-98, New Rajinder Nagar, New Delhi-5, have assembled in this

special meeting of the General body of its shareholders, called for today 22nd July, 1968, to pass a special Resolution under section 484(1)(b) of the Companies Act of 1956 as proposed by, the majority of the Directors of the Company that the Company be wound up voluntarily, we have studied the sworn declaration made by the majority of the Directors of the Company under section 488(1) of the Companies Act, 1956 on 24-6-1968, and got registered by them with the Registrar of the Companies, Delhi, on 25-6-1968, which is to the effect that the Company has no debts except current trade liabilities of Rs. 2,845/- and it will be able to pay its debts in full within a period of twelve months from the commencement of the winding up, and we have gone into the audited accounts of the Company and the statement of this assets and liabilities as on 10-5-1968, the practicable date up to which the accounts were prepared immediately before the making of the said declaration by the Directors and we conclude that the proposal by the majority of the Directors of the Company is sound. Accordingly, we pass the Resolution moved by its shareholders Shri Rup Chand Kalra and seconded by the shareholder Shri Harish Gulati that the Company be wound up voluntarily and that this Resolution be got published as provided in section 485(1) of the Companies Act.

BAKSHI SACHDEVA

*Director-in-charge**Delhi :**Dated : 25-7-1968.*